

**ONLINE AUCTION OF U.S. GOVERNMENT  
REAL PROPERTY  
Former Army Reserve Center  
800 East Crystal Street  
STARKE COUNTY  
NORTH JUDSON, INDIANA**



**A sale by the General Services Administration  
for the U.S. Army Corp of Engineers**

# **The U.S. General Services Administration cordially invites your bid to purchase**

## **Former Army Reserve Center 800 East Crystal Street Starke County North Judson, Indiana**

---

<b>Sale Method:</b>	<b>Online Auction</b>	<b>24-hour Bid Hotline recording: 1-800-241-1417, Property Code 008</b>
<b>Auction Starts:</b>	<b>June 20, 2006</b>	
<b>Auction Ends:</b>	<b>Based on bidding activity</b>	
<b>Registration Deposit:</b>	<b>\$20,000.00</b>	<b>GSA Home Page: <a href="http://propertydisposal.gsa.gov">http://propertydisposal.gsa.gov</a></b>
<b>Minimum Bid:</b>	<b>\$150,000.00</b>	
<b>Minimum Bid Increments:</b>	<b>\$5,000.00</b>	
<b>Inspection Date:</b>	<b>Friday, June 2, 2006 10:00-2:00 Central Time</b>	<b>Online Auction Page: <a href="http://www.auctionrp.com">http://www.auctionrp.com</a></b>

For property information please call:  
Lisa Tangney (312) 886-9480 or email  
[lisa.tangney@gsa.gov](mailto:lisa.tangney@gsa.gov)

---

<b>Table of Contents</b>	<b>Page</b>
Property Description	5
General Terms of Sale	8
Special Terms of Sale	11
Instructions to Bidders for Online Auction	15
Bidder Registration Form	18

## **Important Notice**

Bidders **should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.** This is Invitation for Bid No. 1PRC-06-008.

Bids **must be made** on the **Bid Forms** contained in this **Invitation for Bids**.

All bids **must include** a **bid deposit** as described in the **Instructions for Bidders**.

All bidding shall begin at the amounts specified on the Bidder Registration Form and on the auction webpage.

All payments must be made by **Certified** or **Cashier's Check**.

**All Checks must be payable** to **U.S. General Services Administration**.

If you wish to have your bid deposit returned to you via direct (Electronic Funds Transfer) deposit, please fill out and return page 23 of this IFB.

GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.

Bidders should check the websites <http://propertydisposal.gsa.gov/Property> and <http://www.auctionrp.com/auctions2/> for changes and/or updates.

U.S. General Services Administration  
Thomas P. O'Neill Federal Building  
Property Disposal Division  
10 Causeway Street, Room 925  
Boston, MA 02222

## INVITATION FOR BIDS

This Invitation for Bids contains information and forms necessary for interested parties to bid to purchase the property which is the subject of this sale. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General and Special Terms of Sale, the Instructions to Bidders for Online Auction, the Bid Registration Form, and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

The auction will commence at 3:00 p.m., Eastern Time, on Tuesday, June 20, 2006. The auction has no preset closing date but will conclude in accordance with the procedures set forth in Paragraph 11, "Call for Final Bids," of the "Instructions to Bidders for Online Auction."

Parties interested in bidding on this property must register to bid in accordance with the Instructions to Bidders for Online Auction. As part of that registration, bidders must submit a deposit of \$20,000.00 before bidding on the property; see Paragraph 4 of the "Instructions to Bidders for Online Auction" information. Bidding shall be in increments of \$5,000.00. This is **Invitation for Bid (IFB) No: 1-PRC-06-008.**

For information about this property and the procedures and terms of sale contact:

Lisa Tangney  
U.S. General Services Administration  
Property Disposal Division  
Chicago Operations Branch(1PRC)  
230 South Dearborn Street  
Room 3774, MS# 37-13  
Chicago, Illinois 60604  
Telephone: (312) 886-9480  
Fax: (312) 886-0901  
E-Mail: lisa.tangney@gsa.gov

Online bidding will take place at: <http://www.auctionrp.com>

Additional information regarding GSA's Property Disposal program is available at the Property Disposal Home Page: <http://propertydisposal.gsa.gov>

Submit initial bids with deposits to:

U.S. General Services Administration  
Property Disposal Division (1PR)  
ATTN: Lisa Faletra/Alyssa Kennedy  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 925  
Boston, Massachusetts 02222  
Telephone: (617)565-5700  
**Fax: (617) 565-5720**

## **Property Description**

### **LOCATION AND DESCRIPTION OF PROPERTY**

The Walter J. Paulsen U.S. Army Reserve Center is located at 800 East Crystal Street, Avenue in Northwest Indiana, Starke County, Village of North Judson. Approximately 75 miles southeast of Chicago and 60 miles south of Hammond, IN, the property can be accessed via Interstate 90-94 east to the Indiana Toll Road to U.S. 421 south to Indiana State Route (SR) 10 (aka Talmer Avenue). At the intersection of SR 10 and Maryland Avenue, turn left and the property is located straight ahead.

The property consists of three buildings: an administrative building (10,379 square feet), a maintenance building (1,802 square feet), and a concrete block storage shed (933 square feet) with associated parking (approximately 100 spaces), and an outdoor concrete slab ramp on 3.64 acres of fee-owned land.

The property was previously occupied by the U.S. Army, Battery A, 4<sup>th</sup> Battalion, 333D Field Artillery. The training reserve center, constructed in 1958 (with a drill hall added in 1975), served a 50-person reserve unit. The maintenance building was constructed in 1960. The property has been vacant for approximately 10 years. An indoor firing range was disassembled and cleaned in May, 2001 per the Environmental Baseline Survey Report (July, 2002) prepared by the U.S. Army Corps of Engineers for the U.S. Army Reserve Command of which copies are available for public reading at the Starke County Planning Commission's office (55 East Mound Street, Knox, IN (574) 772-9133) and the North Judson Public Library, (208 Keller Avenue, North Judson, IN (574) 896-2841).

### **REGIONAL DATA**

Starke County is primarily a rural county with an agricultural base and is comprised of nine townships. The largest employment categories are manufacturing, retail, and farming. The county seat of Starke County is located in the City of Knox. The largest employment categories in Starke County are Manufacturing, Retail Trade, and Farming.

North Judson is located in Wayne Township and is governed by a Town Board form of government. An incorporated town with its own zoning authority, North Judson's population according to year 2000 estimates was 1,500.

Several northern Indiana towns and cities within a 60 mile radius of North Judson include: Knox, San Pierre, Valparaiso, Hammond, Gary, Merrillville, LaPorte, and Michigan City.

### **SITE DATA**

Containing 3.64 acres, the former reserve center and accompanying buildings are situated on an irregular-shaped lot with about 700 feet of frontage along Crystal Street. The property is not located within a flood plain and does not contain wetlands. The property is improved with three buildings, a chain link fence, landscaping, and paved parking on 3.64 acres. A concrete slab ramp is also located on the property that was previously used for vehicle maintenance.

North of the subject are the Chesapeake & Ohio railroad tracks and rural land. South and west of the property is residential. East of the property is light industrial and commercial. Interstate 65 is a major east west highway located approximately 30 miles east of North Judson.

The property is zoned SF-1, Single Family Residential Zone. The parcel numbers associated with the property are: 10-16-304-020-17 and 10-16-304-021-17.

### **DESCRIPTION OF IMPROVEMENTS**

The property consists of three buildings containing 13,114 square feet on 3.64 acres. The largest building contains 10,379 square feet and was constructed in 1958 with a drill hall added in 1975. The one-story, red

brick exterior building contains classrooms, private offices, a mechanical room, restrooms, and a large drill hall. The floor areas in the administrative building consist of asphalt tile and sealed concrete floors. The walls are painted concrete block. The roof on the building is sloped, built-up roof over insulation on corrugated steel deck secured to steel truss joist supports with gutters and downspouts located on the building. The ceiling heights range from 8' to 14'. The administrative building also contains a 12' x 12' overhead door accessible from the parking lot.

The red brick maintenance building contains 1,802 square feet and was constructed in 1960. The building contains an office, restroom, and storage rooms. The floors in the maintenance building consist of poured reinforced concrete slab over compacted fill. The walls are painted concrete block. The roof on the building is sloped, built-up roof over insulation on corrugated steel deck secured to steel truss joist supports with gutters and downspouts located on the building. The building contains a 16' x 12' overhead door accessible from the parking lot.

The government purchased the 3.64 acres in 1956 with the 933 square foot concrete storage building already existing on the property. The storage building contains a painted, concrete block exterior with a concrete floor.

### **UTILITIES**

The property is served by all utilities. All utilities have been shut off to the property.

Gas and electrical services are provided by Northern Indiana Public Services Company. The administrative building consists of 400+ amperes, 120/240 volt, 3-phase electrical service with circuit breakers. Heat to the building is provided by a gas-fired hot water boiler. Hot water is provided by a gas-fired hot water tank. Reportedly, the buildings are not air conditioned but an air conditioning unit was observed outside on the property.

The maintenance building is heated by ceiling mounted, gas-fired, space heaters. The electrical system consists of 200+ amperes.

The storage shed does not contain electrical or gas hook-ups.

The Town of North Judson provides sanitary sewer and water services to the property, as well as police, fire, and street maintenance services.

### **ENVIRONMENTAL**

Both friable and non-friable asbestos-containing materials were observed in the administrative and maintenance buildings. Future occupation and maintenance of the property must be performed in conjunction with all applicable federal, state, and local regulations governing asbestos. Please refer to Paragraph #3 under Special Terms of Sale in this document for provisions relating to asbestos.

Since the buildings were constructed pre-1978, it is assumed that painted surfaces contain lead-based paint. Evidence of peeling paint from the walls and ceilings were observed in the maintenance building. Please refer to #4 under Special Terms of Sale in this document for provisions relating to lead-based paint hazards.

Fluorescent light ballasts were present in the administrative and maintenance buildings and may contain polychlorinated biphenyls (PCBs). Three pole-mounted transformers are present on the property and are owned and maintained by the Northern Indiana Public Services Company (NIPSCO).

A copy of the Environmental Baseline Survey, July, 2002, is available to the public for reference at the North Judson Public Library, 208 Keller Avenue, North Judson, Indiana (574) 896-2841 and the Starke County Planning Commission's office (574) 772-9133, 55 East Mound Street, Knox, Indiana.

### **LEGAL DESCRIPTION**

The metes and bounds description of these lots is as follows:

Tract No. A-100:

Lots 76 to 94, both inclusive and Lots 110 and 111; Also, the area in St. Joe Street extending from Oakwood Street on the Northeast to Crystal Street on the Southwest as it intervenes between, and abuts those certain lots described above;

All in "Kriss Addition to North Judson" as recorded in the Office of the County Recorder, Starke County, Indiana, being a sub-division of part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 32 North, Range 3 West of the 2<sup>nd</sup> Principal Meridian, in Starke County, Indiana, containing 3.3 acres, more or less.

Tract No. A-101:

Lots Ninety-five (95), Ninety-six (96) and Ninety-seven (97) in "Kriss Addition to North Judson" as recorded in the Office of the County Recorder, Starke County, Indiana, being a sub-division of part of the Southeast (SE) Quarter of the Southwest Quarter (SW1/4) of Section 16, Township 32 North, Range 3 West of the 2<sup>nd</sup> Principal Meridian, in Starke County, Indiana, containing 0.31 acres, more or less.

# **GENERAL TERMS OF SALE**

## **(Government Real and Related Personal Property)**

- 1. TERM – “INVITATION FOR BIDS”** The term “Invitation for Bids” (IFB) as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental and Historic Notices and any provisions of the Bid Form and Acceptance. All of which are attached to this IFB and incorporated and made a part hereof; and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.
- 2. DESCRIPTION PROVIDED:** The descriptions of the property set forth in the IFB and any other information provided therein with respect to said property are based on information available to the U.S. General Services Administration (GSA) Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.
- 3. INSPECTION:** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.
- 4. CONDITION OF PROPERTY:** The property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of an auction.
- 5. ZONING:** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales agreement. **Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.**
- 6. CONTINUING OFFERS:** Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.
- 7. POSSESSION:**
  - a.** The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of its bid. Should the successful bidder fail to take actual possession within such period, the bidder shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word “possession” shall mean either actual physical possession or constructive possession.
  - b.** Although by assuming possession under a., above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or

to use it for any purpose of its own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.

## **8. INSURANCE:**

- a. In the event a bid to purchase is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at its own expense, effective for the period from the date of assumption of possession to the date of conveyance, for the benefit of the Government, in such kinds and amounts as may be required by the Government, in companies acceptable to the Government.
- b. Fire, extended coverage, vandalism and malicious mischief, personal injury and liability, and such other property insurance as required to protect the Government's interest shall be maintained on the real and personal property covered by the bid, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness.
- c. Information concerning insurance requirements will be furnished by:

General Services Administration  
Property Disposal Division  
Chicago Operations Branch  
230 South Dearborn Street  
Room 3774, MS#37-13  
Chicago, Illinois 60604  
Telephone: (312) 353-6045

## **9. TAXES AND CLOSING COSTS:**

As of the date of assumption of possession of

the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.

- 10. RISK OF LOSS:** As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and shall have all obligations and liabilities of ownership.

## **11. REVOCATION OF BID AND**

**DEFAULT:** In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights it may have under the bid or contract of sale.

- 12. GOVERNMENT LIABILITY:** If the Bid for Purchase of Government Property is accepted by the Government (Seller) and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have NO further liability to Purchaser.

- 13. TITLE EVIDENCE:** Any title evidence that may be desired by the successful bidder will be procured by the bidder at its sole cost

and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

- 14. TITLE:** If a bid for the purchase of a property is accepted, the Government's interest will be conveyed by a Quitclaim Deed and/or where appropriate, a bill of sale in conformity with local law and practice. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

**15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT(S) OF CONVEYANCE:**

The Government shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by cashier's check, certified check, U.S. Postal Service money order or credit card payment (Visa or MasterCard only), the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. The Government will not mandate use of a particular title company, and encourages the successful bidder to open an escrow account with a local title company. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7., above.

- 16. DELAYED CLOSING:** The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the

part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

- 17. DOCUMENTARY STAMPS AND RECORDING COSTS:** The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense. **A CONFORMED COPY OF THE RECORDED Quitclaim Deed shall be provided to:** U.S. General Services Administration, Property Disposal Division (IPRC), 230 South Dearborn Street, Room 3774, Chicago, IL 60604.

- 18. CONTRACT:** The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

- 19. OFFICIALS NOT TO BENEFIT:** No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the property offered in the IFB.

## **20. COVENANT AGAINST**

**CONTINGENT FEES:** The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## **21. SALE AND CONVEYANCE:**

The sale and conveyance of the Property shall be made subject to the following: (1) All covenants, easements, reservations, restrictions, and encumbrances, whether of record or not. (2) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

## **SPECIAL TERMS OF SALE FOR ONLINE AUCTION**

- 1. METHOD OF SALE:** This property will be sold by online auction. The bid that offers the greatest return to the Government may be accepted.
- 2. NOTICE OF THE PRESENCE OF ASBESTOS: WARNING!**
  - a.** The Purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
  - b.** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the property as to its asbestos content and any hazardous or environmental conditions relating thereto. GSA will assist bidders in obtaining any authorization(s) which may be required in order to carry out such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property, including any asbestos hazards or concerns.
  - c.** No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after its tender.
  - d.** The description of the property set forth in the Invitation for Bids and any other information provided herein with respect to said property is based on the best information available to GSA's Property Disposal Division and is believed to be correct, but any error or omission, including but not limited to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
  - e.** The Government assumes no liability for damages for personal injury, illness, disability, or death to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.
  - f.** The Purchaser further agrees that, in its use and occupancy of the property, it will comply with all Federal, state, and local laws pertaining to asbestos.
- 3. NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978:** Every purchaser of any

interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

#### **4. ENVIRONMENTAL CERTIFICATION:**

**a. NOTICE REGARDING HAZARDOUS SUBSTANCE ACTIVITY.** Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. § 9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of, or stored for one year or more, on the Property.

**b. CERCLA COVENANT.** The Quitclaim Deed by which this Property shall be conveyed will include this language: Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP)

with respect to the Property immediately prior to the date of this conveyance; **OR**

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either;

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successors(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

**c. ACCESS.** Grantor shall reserve a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action,

response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its representative officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

5. **OTHER EASEMENTS:** The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.
6. **ACCEPTANCE OR REJECTION:** The Government reserves the right to reject any and all bids. That notwithstanding, if the highest bid received by the conclusion of the online auction is for an amount of \$200,000.00 or greater and satisfies all other conditions contained in this Invitation for Bids, the Government will accept the bid. This shall not restrict the Government from accepting a high bid for an amount less than \$200,000.00, but the Government shall be under no obligation to accept such bid.
7. **SELLER'S DEFAULT:** If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.

8. **LIABILITY:** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

## INSTRUCTIONS TO BIDDERS FOR ONLINE AUCTION

**1. AUCTION START DATE:** The online auction starts: **Tuesday, June 20, 2006, at 3:00 p.m., Eastern Time.**

**2. TYPE OF SALE:** This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks or until the property is sold. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Paragraph 11 in this section, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

**3. BIDS AND TERMS OF SALE:** Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

### **4. REGISTRATION DEPOSIT:**

**a.** A registration deposit in the amount of **TWENTY THOUSAND DOLLARS (\$20,000)** must accompany your Bidder Registration and Bid Form. The following methods of payment are acceptable: (1) cashier's check, (2) certified check, (3) U.S. Postal Service money order, and (4) credit card payment (Visa or MasterCard only). Personal or company checks are **NOT** acceptable and will be returned to sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidding Registration and Bid Form for Purchase for Government Property and send the form with your bid deposit to:

**U.S. General Services Administration  
Property Disposal Division (IPR)  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 925  
Boston, Massachusetts 02222  
Attn: Lisa Faletra**

**b.** Please make your check payable to: **"U.S. General Services Administration"**

Deposits by credit card (Visa or MasterCard) may be made over the Internet following the instructions on the website: <http://www.auctionrp.com> and by using the enclosed Registration Deposit by Credit Card form. **Only upon GSA's receipt of your registration deposit will you be allowed to bid online or by the submission of a written faxed bid.**

**c.** Within forty-eight (48) hours of acceptance of an offer by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the bid deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of your bid.

**d.** Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

**e.** Registration deposits received from the two highest bidders will be held as stipulated in Paragraph 14. All other registration deposits will be returned.

### **5. BIDDER REGISTRATION AND BIDS:**

**a.** Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.**

**b.** The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

**c.** To register online, bidders should return to GSA their original signed and completed Bidder

Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

#### **6. USER IDENTIFICATION NUMBER:**

A User Identification ("ID") number and password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, <http://www.auctionrp.com>.

#### **7. BIDDING IN GENERAL:**

**a.** Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at: <http://www.auctionrp.com>.

**b.** Bidders who registered online may increase their bids by following the instructions at [auctionrp.com](http://www.auctionrp.com). They may also submit increased bids in person, by fax, U.S. Mail, or private delivery services. By submitting your bid through [auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

**c.** Bids must be submitted without contingencies.

**d.** Bids that are not submitted on GSA forms will be rejected.

#### **8. FAXING YOUR BID:**

**a.** Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The 24-hour fax number for increased bids or initial bids is (617) 565-5720.

**b.** A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the

faxed bid, including, but not limited to, the following: 1) Receipt of a garbled or incomplete bid. 2) Availability or condition of the receiving facsimile equipment. 3) Incompatibility between the sending and receiving equipment. 4) Delay in transmission or receipt of bid. 5) Failure of the bidder to properly identify the bid. 6) Illegibility of bid. 7) Security of bid.

**c.** If your faxed bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and your bid is higher than the announced bid, you must call GSA at (617)-565-5700 for verification that your bid was received.

**9. DAILY BIDDING RESULTS:** Bidders may call GSA's 24-hour bid hotline at 1-800-241-1417, to hear the current high bid. Bidders may also visit our online auction web site at: <http://www.auctionrp.com> to obtain current bidding information. The bid hotline will be updated each business day (excluding Federal Holidays and weekends) with the highest bid received. Bidders will be notified via the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA (617) 565-5700. Bidders are urged to pay close attention to the recording and web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

**10. INCREASING YOUR BID:** If you learn from the recorded message or from the web page that your bid was not the high bid, you may increase the high bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be at least Five Thousand Dollars (\$5,000) more than the previous high bid in order to be considered. **The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. mail, private delivery services, or online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received via U.S. mail, fax, online, etc., the first bid received will be recognized.

**11. CALL FOR FINAL BIDS:** Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced

on the web page. On that date, commencing at 9:00 a.m., Eastern Time, if no increased bid is received by 3:00 p.m. Eastern Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Eastern Time on that day. **The Government reserves the right to increase the minimum bid increment once the soft close date has been established.** There is no advantage to waiting until the last minute to bid.

## **12. BID EXECUTED ON BEHALF OF BIDDER:**

a. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c. If the bidder is a partnership, and all partners sign the bid with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

d. If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

## **13. WAIVER OF INFORMALITIES OR IRREGULARITIES:**

The Government may,

at its election waive any minor informality or irregularity in bids received.

**14. BACKUP BIDDER:** The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently, the bid deposit of the second high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

**15. ACCEPTABLE BID:** An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

**16. NOTICE OF ACCEPTANCE OR REJECTION:** Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any and all bids or portions thereof.

**17. ADDITIONAL INFORMATION:** The GSA issuing office at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information requests concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

**BIDDER REGISTRATION AND BID FOR  
PURCHASE OF GOVERNMENT PROPERTY**

Walter J. Paulsen Army Reserve Center  
800 East Crystal Street  
North Judson, Indiana

General Services Administration  
Property Disposal Division (1PR)  
10 Causeway Street, Room 925  
Boston, MA 02222  
Attn: Lisa Faletra/Alyssa Kennedy

**Check One:**

Initial Bid \_\_\_\_\_

Increased Bid \_\_\_\_\_

Fax: 617-565-5720

The undersigned bidder hereby offers and agrees to purchase the property described in the Invitation for Bid No. 1PRC-06-008, including any amendments, (collectively the "IFB") for the bid amount listed below. The Bidder further agrees that said offer is made subject to the terms and conditions of the IFB, which by this reference is incorporated in the bid and made a part of the bid.

**REGISTRATON DEPOSIT: \$20,000.00**

**BID AMOUNT:** \_\_\_\_\_

In the event this bid is accepted, the instrument of conveyance should name the following as grantee(s): \_\_\_\_\_

Indicate above the manner in which title is to be taken (e.g., Solo and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse if applicable.

**BIDDER REPRESENTS** that he/she operates as (check one):

\_\_\_\_\_ an individual

\_\_\_\_\_ an individual doing business as \_\_\_\_\_

\_\_\_\_\_ a partnership, consisting of \_\_\_\_\_

\_\_\_\_\_ a limited liability partnership, consisting of \_\_\_\_\_

\_\_\_\_\_ a corporation, incorporated in the State of \_\_\_\_\_

\_\_\_\_\_ a limited liability corporation, incorporated in the State of \_\_\_\_\_

\_\_\_\_\_ a trustee, acting for: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Signature of person authorized to sign bid

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signer's name and title (type or print)

**THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

## **CERTIFICATE OF CORPORATE BIDDER**

(for use with Bidder Registration and Bid Form for Purchase of Government Property)

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)

of the Corporation named as bidder herein; that \_\_\_\_\_,

who signed this bid on behalf of the bidder, was then \_\_\_\_\_

of said Corporation; that the bid was duly signed for and on behalf of said Corporation by  
authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

**REGISTRATION DEPOSIT BY CREDIT CARD**  
**WALTER J. PAULSEN U.S. ARMY RESERVE CENTER**  
**800 EAST CRYSTAL STREET**  
**NORTH JUDSON, INDIANA**

**To: General Services Administration**  
**Property Disposal Division (1PR)**  
**10 Causeway Street, Room 925**  
**Boston, MA 02222**  
**Attn: Lisa Faletra/Alyssa Kennedy**

**Fax Number: (617) 565-5720**

**THIS FORM MAY BE SUBMITTED BY FAX.**

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids #1PRC-06-008, including any amendments, (collectively the "IFB") for the property identified above. Applicant must be the authorized cardholder and agrees that his/her/its credit card will be debited the full amount of the registration deposit, as specified in the "Instructions to Bidders for Online Auction" Paragraph # 4, "Registration Deposit". In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event that applicant is not the successful bidder, the registration deposit will be credited to the credit card account listed below.

**Applicant's Last Name: (please print)**\_\_\_\_\_

**First Name:** \_\_\_\_\_ **M.I.** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:**\_\_\_\_\_ **State:**\_\_\_\_\_ **Zip Code:**\_\_\_\_\_

**My card number is: Visa**\_\_\_\_\_ **Master Card**\_\_\_\_\_

**Expiration:**\_\_ \_\_/\_\_ \_\_/\_\_ \_\_

**Name as it appears on card:** \_\_\_\_\_

**Driver's License No.** \_\_\_\_\_ **State** \_\_\_\_\_

**E-mail address:**\_\_\_\_\_

**Telephone number:**\_\_\_\_\_ **Fax:**\_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**REGISTRATION DEPOSIT BY CHECK**  
**WALTER J. PAULSEN U.S. ARMY RESERVE CENTER**  
**800 EAST CRYSTAL STREET**  
**NORTH JUDSON, INDIANA**

**To:     General Services Administration**  
**Property Disposal Division (1PR)**  
**10 Causeway Street, Room 925**  
**Boston, MA 02222**  
**Attn: Alyssa Kennedy**

**Fax Number: (617) 565-5720**

**REGISTRATION DEPOSIT : \$20,000.00**

**Certified or Cashiers Check must be made payable to: U.S. General Services Administration**

**Name:** \_\_\_\_\_

**TIN or SS#:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Address to which refund check will be issued ( if unsuccessful bidder ) if different from above:**

**Name:** \_\_\_\_\_

**TIN or SS#:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids # 1-PRC-06-008, including any amendments, (collectively the "IFB") for the property identified above. In the event that applicant is the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event that applicant is not the successful bidder, the registration deposit will be returned as indicated above.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **ACCEPTANCE BY THE GOVERNMENT**

The foregoing bid for purchase of Walter J. Paulsen U.S. Army Reserve Center, 800 East Crystal Street, North Judson, Indiana, GSA Control Number 1-D-IN-597 is accepted by and on behalf of the United States of America, acting by and through the General Services Administration, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Signature of  
Contracting Officer: \_\_\_\_\_

Name and title of  
Contracting Officer: \_\_\_\_\_

## ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Use this form to enroll in Direct Deposit of your federal payment from the General Services Administration.

Company/Payee Name					
Address					
City		State		Zip	
Taxpayer ID Number (TIN)					

Financial Institution Name				
Financial Institution Phone Number (       )	(       )			
Financial Institution Routing Transit Number (RTN)				
Depositor Account Title				
Depositor Account Number				
Account Type	[       ] Checking	[       ] Savings		
Company/Payee Contact Person				
Phone	(       )			
<b>MUST HAVE SIGNATURE</b> Company/Payee Authorized Signature				

**FAX to Bill Russell at (816) 823-1048**

**Also FAX to Lisa Faletra at (617) 565-5720**